Tulip Tree Wind, LLC
Indiana

NOTICE OF EXTENSION OF WIND ENERGY LEASE

October 7, 2022

Deatra K. Kinney
675 E Camp Mack Road
Milford, IN 46542

VIA: USPS Certified Mail

RE: Wind Energy Lease dated December 10, 2017 (the "Lease") between Jerilyn P. Isley, a/k/a Jerilyn S. Isley, and Deatra K. Kinney and Tulip Tree Wind, LLC, a Delaware limited liability company (the "Landlord"), the successor-in-interest to Roaming Bison Wind, LLC, a Delaware limited liability company (the "Original Landlord"). (Unless otherwise defined herein, capitalized terms shall have the meaning ascribed to them in the Lease).

Dear Ms. Kinney:

This letter shall serve as notification to you that on June 11, 2021, the Original Landlord assigned all of its right, title and interests under the Lease to Landlord, and Landlord hereby extends the Lease pursuant to Section 1.4 of the Lease.

This letter shall also serve as formal legal notice of Landlord's new address for notification purposes. Please mail all future Notices related to the Lease to the following address:

Tulip Tree Wind, LLC
c/o Apex Clean Energy, Inc.
Attn: Land Manager
120 Garrett Street, Suite 700
Charlottesville, VA 22902

If you have any questions regarding this notice, please feel free to contact Kent Dougherty at 434-227-4233.

c/o Apex Clean Energy
120 Garrett Street, Suite 700 | Charlottesville, VA 22902
T 434.220.7595 | F 434.220.3712
apexcleanenergy.com

Sincerely,

TULIP TREE WIND, LLC, a Delaware limited liability company

By: Apex Clean Energy Finance, LLC a Delaware limited liability company, its Sole Member

By: Apex GBR, LLC, a Delaware limited liability company, its Sole Member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its Manager

By: _____
Name: Jeanine G. Wolanski
Title: Senior Vice President of Land Management

IN-ROA-011

IN-ROA-011

WIND ENERGY LEASE

This Wind Energy Lease (this "**Lease**") is entered into as of the 10th day of December, 2017 (the "**Effective Date**") by and between Jerilyn S. Isley and Deatra K. Kinney (collectively, "**Landlord**") and Roaming Bison Wind, LLC, a Delaware limited liability company ("**Tenant**").

WITNESSETH:

WHEREAS, Landlord is the owner of the real property legally described in Exhibit A attached hereto and incorporated by reference herein (the "**Property**"); and

WHEREAS, Tenant desires to obtain a land lease and wind easement from Landlord, on, along, over and under the Property for the purposes of wind energy conversion for the generation, distribution and transmission of electric power and related purposes as described herein;

NOW, THEREFORE, in consideration of the understandings and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant, intending to be legally bound, mutually agree to the following terms and conditions:

1. BASIC LEASE TERMS.

1.1 **Property.**	The real property owned by Landlord and located in Montgomery County ("**County**"), State of Indiana, as more particularly described in Exhibit A hereto, including all rights, privileges, easements and appurtenances pertaining thereto. The Property consists of 88.19 acres. This acreage is an estimate agreed to by Landlord and Tenant, and shall be conclusive for purposes of this Lease, regardless of whether the actual acreage of the Property may be different.
1.2 **Project.**	The larger, integrated wind energy project that may be constructed by Tenant on the Property and on other adjacent or nearby real property. The final boundaries of the Project shall be determined by Tenant in its reasonable discretion.
1.3 **Phase.**	A portion of the Project that is distinguishable from the remainder of the Project because it is constructed and put into operation at approximately the same time. The Project may have one or more phases, each a "**Phase.**" Phases shall be determined by Tenant in its reasonable discretion.

1.4 **Development Period.**	The period commencing on the Effective Date of this Lease and expiring five (5) years after the Effective Date. Such period may be sooner terminated as provided in this Lease. The Development Period may be extended by Tenant for an additional two (2) years upon written extension notice by Tenant to Landlord given within the Development Period.
1.5 **Operations Period.**	The period commencing on the first day after the end of the Development Period and expiring thirty (30) years thereafter, as more fully set forth in Section 3.2, and which may be extended pursuant to Section 3.3.
1.6 **Commencement of Construction.**	The date that Tenant pours the foundation for the first Wind Turbine (as defined in Section 4.1.2) installed in the Phase that includes the the Property.
1.7 **Commercial Operations Date.**	With respect to any Phase, the date that Wind Turbines representing at least ninety-five percent (95%) of the installed capacity of that Phase are authorized and able to continuously and reliably generate and deliver commercial quantities of energy. Tenant shall notify Landlord in writing of the Commercial Operations Date for any Phase that includes the Property no later than sixty (60) days after it occurs.
1.8 **Development Rent.**	In each year of the Development Period, an annual payment equal to the greater of: (i) $10.00 per acre of the Property; or (ii) $500.00.
1.9 **Lease Rate.**	2.0% (years 1-10 of the Operations Period), 3.0% (years 11-20 of the Operations Period), 4.0% (years 21-30 of the Operations Period), 5.0% (years 31-50 of the extended Operations Period), more fully described in Section 5.7.
1.10 **Annual Turbine Host Payment.**	If one or more Wind Turbines are installed on the Property, an annual payment of $4,500 per megawatt of rated nameplate capacity of the Wind Turbines installed on the Property, more fully described in Section 5.7.
1.11 **Meteorological Equipment Fee.**	During the Term, an annual payment of $2,000.00 for each meteorological tower (**"Met Tower"**) installed on the Property and a semi-annual payment of $500.00 for each SODAR and/or LIDAR unit (each a **"Ranging Unit"**) installed on the Property, more fully described in Section 5.4 and as adjusted upward for inflation in accordance with Section 5.14

1.12	**Installation Payments.**	Regardless of whether or not as of the Commercial Operations Date, any Wind Turbines are installed on the Property, (i) a one-time payment of $2.00 per linear foot for each permanent road or above-ground transmission line installed on the Property, provided that Tenant may install multiple transmission lines on the same line of poles without any additional consideration, and (ii) a one-time payment of $1.00 per linear foot for buried cable installed on the Property, provided that Tenant may install multiple transmission cables or wires in the same entrenchment without any additional consideration; in each case as more fully described in Section 5.5.
1.13	**Annual Facilities Host Payment.**	Regardless of whether or not as of the Commercial Operations Date, any Wind Turbines are installed on the Property, an annual payment of $1.00 per linear foot for each permanent road, buried cable, and above-ground transmission line installed on the Property, provided that Tenant may install multiple transmission lines on the same line of poles without any additional consideration and Tenant may install multiple underground transmission cables or wires in the same entrenchment without any additional consideration; in each case as more fully described in Section 5.7.
1.14	**Inflation Adjustment Factor.**	Increase or decrease in the Consumer Price Index ("**CPI**") for "All Urban Consumers, U.S. City Average, All Items" issued by the Bureau of Labor Statistics of the United States Department of Labor, more fully described in Section 5.14.

2. LEASING CLAUSE.

Landlord leases the Property to Tenant, and Tenant leases the Property from Landlord, on the terms and conditions of this Lease.

3. TERM.

3.1 Development Period. The initial term of this Lease shall be for the Development Period specified in Section 1.4.

3.2 Operations Period. If, at any time during the Development Period the Commercial Operations Date for a Phase that includes the Property occurs; then the Development Period of this Lease shall end and the term of this Lease automatically shall be extended for the Operations Period specified in Section 1.5.

3.3 Extension Rights. If the term of this Lease has been extended for the Operations Period, and provided that Tenant is not then in default of this Lease, Tenant shall have the right to extend the Operations Period for two (2) additional ten (10) year period(s) by providing written notice thereof to Landlord no later than

thirty (30) days before the then-existing expiration date of the Operations Period. As used hereafter, "**Term**" refers collectively to the Development Period and any Operations Period, including any and all extensions thereof.

4. USE OF PROPERTY

4.1 Tenant's Use. Throughout the Term, Tenant shall have the sole and exclusive rights to use the Property for Wind Energy Purposes and to convert all of the wind resources of the Property including, without limitation, all rents, royalties, credits and profits derived from wind energy and the wind resources upon, over and across the Property. "**Wind Energy Purposes**" means: wind resource evaluation (including use of SODAR or LIDAR technology) and determination of the feasibility of wind energy conversion on the Property or on adjacent lands, including studies of wind speed, wind direction and other meteorological data; wind energy development; conversion of wind energy into electrical energy; collection and transmission of electrical energy converted from wind energy; and any and all other activities related to the foregoing. Tenant's rights hereunder specifically include, but are not limited to, the right to:

4.1.1 Extract soil samples, perform geotechnical tests, and conduct such other tests, studies, inspections and analysis on the Property as Tenant deems necessary, useful or appropriate in its sole discretion.

4.1.2 Construct, install, lay down, erect, improve, place, replace, remove, relocate and operate any and all improvements, machinery or equipment that Tenant deems necessary or desirable in connection with the uses described above, including, without limitation, the following (collectively, the "**Wind Facilities**"): (a) one or more wind turbine energy generators, associated towers, related fixtures, equipment and improvements, including the appurtenant footings, support structures and towers ("**Wind Turbines**"); (b) aboveground and underground electrical and communications lines, collection and transmission equipment; (c) power conditioning equipment, substations, switchyards, interconnection facilities, switching facilities, operations and maintenance buildings, transformers, SCADA and telecommunications equipment; (d) roads, gates, signs, fences, Met Towers, wind energy measurement equipment, maintenance yards and other related facilities, machinery, equipment and improvements; and (e) temporary improvements of any kind, including but not limited to temporary security, office, and guest facilities, staging areas, power generation facilities used for wind turbine installations, laydown areas, temporary roads and crane paths, crane pads, and related facilities (collectively, "**Temporary Improvements**"). An improvement shall be deemed "temporary" if it will be located on the Property for less than one year and "permanent" if it will be located on the Property for one year or longer.

4.1.3 Capture, use and convert the unobstructed wind resources over and across the Property.

4.1.4 Generate audio, visual and electrical effects, as well as shadow flicker, radio interference, and/or other effects, on the Property attributable to the operation of Wind Facilities or any other activities of Tenant; and allow the rotors of Wind Turbines located on adjacent properties in the Project to overhang onto the Property.

4.1.5 Undertake any other activities whether undertaken by Tenant or third parties authorized by Tenant that Tenant determines are necessary, useful or appropriate to accomplish the development and operation of the Wind Facilities, provided that such activities are conducted in a manner consistent with customary industry practices.

4.2 Ownership of Wind Facilities. Tenant shall at all times retain title to the Wind Facilities and shall have the right to remove them from the Property at any time. Landlord shall have no ownership, lien, security or other interest in any Wind Facilities installed on the Property and Landlord expressly waives, relinquishes and quitclaims any lien or security interest in and to the Wind Facilities or any other real or personal

property of Tenant, whether arising at law or in equity. Landlord shall not have any ownership or other interest in any and all credits, tax credits, benefits, emissions reductions, offsets and allowances of any kind, howsoever entitled, attributable to the Wind Facilities, nor to the electric energy, capacity or other products produced therefrom. The manner of operation of the Wind Facilities is within the sole discretion of Tenant.

4.3 Right of Access. Tenant shall have the right of access over and across all portions of the Property, and any adjacent property owned by Landlord, as reasonably necessary to use the Property as permitted by this Lease and to develop and operate the Project, including installing Wind Facilities to and through the Property in order to connect to other properties with Wind Facilities.

4.4 No Warranty of Energy Production. Tenant has not made and does not make any representations or warranties regarding energy production from Wind Facilities on the Property, the likelihood that Tenant will install Wind Facilities on the Property or that any Wind Facilities installed on the Property will generate electricity sufficient to obligate payments to Landlord in any specific amount. Landlord acknowledges that the operation of any Wind Facilities actually installed on the Property is subject to adverse weather, lack of wind, equipment failures and other events beyond the control of Tenant which may interrupt or prevent electricity generation.

4.5 Quiet Enjoyment. As long as Tenant observes the terms and conditions of this Lease, it shall peaceably hold and enjoy the rights of Tenant hereunder and any and all other rights granted by this Lease for its entire term without hindrance or interruption by Landlord or any other person or persons.

4.6 Mineral Development. Landlord reserves the right to develop the minerals, if any, owned by Landlord or third parties on the Property so long as such development (including any drilling or mining) does not interfere with Tenant's use of the Property and does not materially diminish the amount of land surface of the Property available for the Tenant activities.

4.7 Agricultural Activities. In the construction and operation of its Wind Facilities, Tenant will make reasonable efforts not to interfere with Landlord's agricultural activities on the Property. To that end, Tenant will designate a single point of contact for communications with Landlord at all times.

4.8 Review of Site Plan. At least thirty (30) days prior to the Commencement of Construction, Tenant shall provide Landlord with a site development plan for the Property including all proposed sites and locations for all roads, turbines, electricity transmission lines, substations, switchyards, operations and maintenance buildings, or any other constructs constituting Wind Facilities. Within thirty (30) days after Landlord has been provided with the site development plan, Landlord will notify Tenant of any potential problems foreseen with the proposed locations of the Wind Facilities and offer good faith suggestions, comments and possible remedies to address the areas of concern to aid Tenant in its final site development planning. Tenant will consider Landlord's suggestions and comments, and wherever reasonable, revise the site development plan to accommodate or mitigate the impact to the Property to address reasonable Landlord concerns regarding the location of the Wind Facilities. Tenant shall make good faith efforts to locate Wind Facilities in areas consistent with Landlord's reasonable requests, while making efforts to keep close proximity to pre-existing access roads and property lines, and while limiting surface obstructions (including above-ground energy transmission lines). Tenant shall make all final siting decisions in its sole and absolute discretion.

4.9 As-Built Drawings. Within ninety (90) days after completion of construction of Wind Facilities on the Property, Tenant shall provide Landlord with as-built drawings depicting the location of Wind Facilities on the Property.

5. RENT AND OTHER PAYMENTS.

5.1. Additional Definitions. For purposes of this Section 5, the following definitions apply:

5.1.1. "**Actual Gross Revenues**" means the sum of: (a) the aggregate amount of the gross revenues actually received by Tenant from the sale of electrical power generated from the operation of all Wind Turbines in the Project, and (b) any other amounts actually received by Tenant during such period directly related to the operation of the Wind Turbines in the Project, from curtailment or otherwise. Actual Gross Revenues shall exclude or deduct as appropriate: (i) financing proceeds; (ii) tax credits, whether federal, state or local, and including without limitation the federal production tax credit and investment tax credit or payments in lieu thereof or any reimbursement thereof; (iii) proceeds from the sale or transfer of all or a portion of the Project or in interest in the Project or in the Tenant, including without limitation the sale of machinery or equipment; (iv) proceeds from the sale, lease, sublease, assignment, transfer or other disposition whether directly or indirectly of Wind Facilities or any other of Tenant's or any sublessee's improvements, trade fixtures or chattel (or any interest therein); (v) the relevant costs as established in the applicable tariff published by a relevant transmission provider, or otherwise charged by a transmission provider, for moving the Project's electrical generation from a Project substation to the point of delivery to the purchaser of the electricity; (vi) parasitic or other loss (i.e., electrical energy used to power Wind Facilities or operations, or lost in the course of transforming, shaping, transporting or delivering the electricity); (vii) proceeds from the sale, modification or termination of any obligation under a power purchase contract; and (viii) any proceeds actually received by Tenant from the sale of environmental benefits that may be associated with the Wind Turbines in the Project (i.e., "green tags" or other similar payments).

5.1.2. The first "**Lease Year**" shall commence on the first day of the Operations Period and end on the following December 31. Each successive calendar year during the Term shall be another Lease Year, provided that the last Lease Year shall end upon the expiration of the Term.

5.1.3. To the extent that (i) Tenant does not receive revenue from the sale of electricity generated by the wind turbines on the Property under an arms-length power purchase agreement or other third party off-take agreement, (ii) Tenant is using the electricity for its own use in a manner in which Tenant does not receive actual revenue from the use of such electricity, or (iii) Tenant is a utility selling electricity to third party retail or wholesale customers, then Tenant will be deemed to have received Actual Gross Revenues under this Lease for any such electricity in an amount equal to the product of the megawatt-hours of such electricity and the Index Price (as defined below), calculated on a daily basis. As used herein, the term "**Index Price**" means the daily index price published by Megawatt Daily for the regional energy market of which the Property is a part (calculated separately for each day for "On-peak" and "Off-peak" hours). If such index ceases to be published, Landlord and Tenant shall reasonably agree on a substitute index that approximates the wholesale price of electricity produced from the Project, is easily verifiable and is published daily. This Section shall not require any additional payment by Tenant if Landlord has been paid Operating Rent for the same electricity pursuant to Section 5.7.

5.2. Payment of Rent Generally. Tenant shall not be required to make any rent payment to Landlord under this Lease until such time as Landlord has returned to Tenant a completed and executed Internal Revenue Service Form W-9 and a payment instruction form signed by each person or entity holding record or equitable title to the Property.

5.3. Payments During the Development Period. During the Development Period, Tenant shall pay the Development Rent specified in Section 1.8. Payment shall be due within sixty (60) days after the Effective Date and within thirty (30) days after each anniversary of the Effective Date during the Development Period. If the Development Period ends on any day other than an anniversary of the Effective Date, Development Rent already paid for periods of time after termination of the Development Period shall be applied to payments due during the Operations Period.

5.4. Meteorological Equipment Fee. If Tenant installs a Met Tower on the Property for the sole purpose of collecting meteorological data, Tenant shall pay Landlord the annual Meteorological Equipment Fee in Section 1.11 while the Met Tower is installed. This fee will be paid annually, with the first payment due within forty-five (45) days of the installation of the Met Tower. For each Ranging Unit Tenant installs on the Property, Tenant shall pay Landlord the semi-annual Ranging Unit fee in Section 1.11 for each six-month period that the Ranging Unit is installed on the Property. The Ranging Unit fee shall be paid semi-annually, with the first payment due within forty-five (45) days of the installation of the Ranging Unit.

5.5. Installation Payments. Tenant shall pay Landlord the applicable one-time Installation Payments specified in Section 1.12, if due, within forty-five (45) days days after the Commercial Operations Date.

5.6. Substation, Switchyard, and O&M Facility Fee. If Tenant constructs a substation, switchyard, and/or an operations and maintenance facility ("**Project Facility**") on the Property, the area that is unavailable for agricultural purposes because of facilities installed for electric power switching, transformation, metering, conditioning, interconnection and/or operations and maintenance shall be referred to as a "**Facilities Tract**". Within thirty (30) days after the Commercial Operations Date, Tenant shall pay Landlord a one-time payment equal to the fair market value of the Facilities Tract (the "**Facilities Tract Fee**"). If the parties are unable to agree on the fair market value of the Facilities Tract, the fair market value shall be determined by written appraisal performed by an independent appraiser reasonably acceptable to Landlord and Tenant. The Facilities Tract Fee shall be deemed to include all compensation for all damage to cropland, crops or livestock and Landlord will not be entitled to any payment under Section 6.7 for the initial construction of the substation, switchyard, or operations and maintenance facility. No additional consideration shall be due upon any replacement of any substation, switchyard, or operations and maintenance facility within the boundaries of the Property during the Term of this Lease, except that if Landlord's crops are damaged during such replacement, Tenant shall pay damages to Landlord in accordance with Section 6.7.

5.7. Operating Rent; Annual Turbine Host Payment; Annual Facilities Host Payment. For each year of the Operations Period, Tenant shall pay Landlord an amount equal to the greater of (i) the Lease Rate for the applicable Lease Year multiplied by Actual Gross Revenues for the Project, divided by the total acreage of the Project, and multiplied by the total acreage of the Property, or (ii) One Thousand Dollars ($1,000) (the dollar amount in this subsection (ii) shall be increased annually in accordance with the inflation adjustment formula described in Section 5.14 below; with the first such increase effective upon the first anniversary of the Commercial Operations Date) ("**Operating Rent**"). For each year of the Operations Period, Tenant shall pay Landlord the Annual Turbine Host Payment if one or more Wind Turbines are installed on the Property. For each year of the Operations Period, Tenant shall pay Landlord the Annual Facilities Host Payment if Tenant installs above-ground transmission lines, permanent access roads or undergound cables and wires on the Property. Any Operating Rent, Annual Turbine Host Payments or Annual Facilities Host Payments accruing during Operations Period under this Section shall be due and payable in accordance with Section 5.8. If the Project Wind Turbines have a nameplate capacity of less than 2.5 megawatts, then the Annual Turbine Host Payment shall be calculated using 2.5 megawatts per Project Wind Turbine instead of the actual nameplate capacity..

5.8. Payment of Operating Rent, Annual Turbine Host Payment or Annual Facilities Host Payment. By September 1 of each Lease Year, Tenant shall pay Landlord the Operating Rent due, the Annual Turbine Host Payment due (if any) and the Annual Facilities Host Payment due (if any) for the immediately prior six-month period between January 1 and June 30. By March 1 of each Lease Year, Tenant shall pay Landlord the Operating Rent due and the Annual Turbine Host Payment due for the immediately prior six-month period between July 1 and December 31. All Annual Turbine Host Payment, Annual Facilities Host Payment and Operating Rent obligations shall be prorated for any partial year.

5.9. Audit. Landlord shall have the right to audit, by written notice to Tenant (but not more often than once every two (2) years), the computations of Operating Rent made by Tenant. The audit shall be performed by an independent certified public accountant selected by Landlord, as follows:

5.9.1. The audit shall be conducted at the location that the relevant records and documents are kept by Tenant. The accountant shall be permitted to review the records and documents on site but shall not be allowed to make any copies. The accountant's access to Tenant's records and documents shall be conditioned upon accountant's execution of a confidentiality agreement reasonably acceptable to Tenant that prohibits the use or disclosure of any information learned during the audit for any purpose other than completion of the audit.

5.9.2. If the audit shows that Operating Rent has been overpaid or underpaid, then the amount of the deficiency shall be promptly paid by Tenant (in the case of an underpayment) or credited against future payments to come due under this Lease (in the case of an overpayment).

5.9.3. All of the costs associated with such audit shall be paid by Landlord unless the audit establishes that there has been an underpayment of three percent (3%) or more of the Operating Rent that is the subject of the audit, in which case the cost of the audit shall be paid by Tenant and Tenant shall reimburse Landlord all reasonable and actual out-of-pocket costs incurred in connection with the audit.

5.9.4. If an audit is not demanded within one (1) year following any particular payment of Operating Rent, then Landlord shall be deemed to have waived its right to an audit with respect to such payment and shall thereafter be precluded from bringing any legal action or proceeding to compel an audit of such payment or to recover any alleged underpayment of such Operating Rent.

5.10. Taxes and Assessments. Tenant shall pay any increase in the real property taxes levied against the Property directly attributable to the installation of Wind Facilities on the Property. Tenant shall not be liable for taxes attributable to facilities installed by Landlord or others on the Property or to the underlying value of the Property itself. Landlord and Tenant shall cooperate in an effort to have Tenant separately billed for its share of taxes; however, if such arrangement cannot be made, then Landlord shall submit the real property tax bill to Tenant within thirty (30) days after Landlord receives the bill, and Tenant shall pay its share of the taxes to Landlord no later than ten (10) days prior to the date the taxes are due. If Landlord does not timely pay its share of taxes on the Property, Tenant shall be entitled (but not obligated) to make payments in fulfillment of Landlord's tax obligations and may offset those payments against future payments due Landlord under this Lease. If Landlord makes a claim under this Section, then Landlord shall provide to Tenant copies of all relevant property tax bills, notices, assessments and related documents in a timely manner.

5.11. Tenant's Right to Contest Taxes. Tenant shall have the right to contest the legal validity or amount of any taxes in connection with the Property and may institute such proceedings as it considers necessary, at its own cost. If the contest poses a reasonable risk of loss, forfeiture, or imposition of a penalty on Landlord, then Tenant shall, at Tenant's option, post sufficient financial assurance or provide Landlord with a reasonably satisfactory indemnity against such risks. Landlord shall render to Tenant all reasonable assistance, at no cost or expense to Landlord, in pursuing any tax contest, including joining in the signing of any protest or pleadings which Tenant reasonably deems advisable; provided, however, that Tenant shall reimburse Landlord for its reasonable attorney fees and other expenses actually incurred in connection with providing such assistance.

5.12. Land Conservation Programs. Landlord has disclosed to Tenant all portions of the Property, if any, that are currently enrolled in the USDA Conservation Reserve Program or any substantially similar local, state or federal program for the preservation of agricultural land (any such program, "**CRP**") as of the Effective Date. Landlord shall cooperate (at no out-of-pocket cost to Landlord) in any effort by Tenant to remove all or a portion of any such land from the CRP as needed for construction, operation and maintenance of the Project.

Upon removal from CRP of any portion of the Property that is enrolled in CRP as of the Effective Date, Tenant shall reimburse Landlord for any penalties or reinstated taxes resulting from such removal, but shall not be obligated to reimburse Landlord for any future CRP payments that would otherwise have been made to Landlord after the date of removal. After the Effective Date, Landlord shall not enroll any portion of the Property in CRP without Tenant's consent, not to be unreasonably withheld.

5.13. Utilities. Tenant shall pay for all water, electric, telecommunications and any other utility services used by the Wind Facilities or Tenant on the Property.

5.14. Inflation Adjustments. All component values of the Meteorological Equipment Fee and the minimum Operating Rent amount set forth in Section 5.7(ii) shall be adjusted annually by the greater of: (i) two percent (2%); or (ii) the Inflation Adjustment Factor set forth in Section 1.14. The base for computing the Inflation Adjustment Factor (the "**Beginning Index**") shall be the CPI for the third calendar quarter of the calendar year immediately preceding the calendar year in which the Commercial Operations Date occurs. If the Inflation Adjustment Factor is greater than two percent (2%), then the adjustment shall be determined by multiplying the subject fee by a fraction, the numerator of which is the CPI published for the third calendar quarter of the calendar year immediately prior to the calendar year of each adjustment and the denominator of which is the Beginning Index. If the CPI is discontinued or revised, such other government index or computation by which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the CPI had not been discontinued or revised.

6. IMPROVEMENTS TO THE PROPERTY.

6.1. Mechanic's Liens. Tenant shall pay when due all claims for labor and material furnished to the Property, and shall not permit any mechanic's, materialmen's, contractor's, or other claims of liens (collectively "**Liens**") arising from any construction, maintenance, repair, or alteration of improvements by Tenant to be enforced against the Property or any part thereof. Tenant may, however, in good faith and at Tenant's own expense, contest the validity of any asserted Lien, provided that Tenant has, at Tenant's option, bonded against the Lien pursuant to applicable law or provided Landlord with an indemnity against enforcement of the Lien in a form reasonably satisfactory to Landlord. Tenant shall give Landlord at least thirty (30) days' prior written notice of the commencement of any work on the Property that could be the subject of a Lien, and Landlord shall have the right to record and post notices of non-responsibility for the work.

6.2. Landlord's Right to Discharge Lien. If Tenant fails to comply with Section 6.1 and a Lien is enforced against the Property as a result, Landlord shall have the right, but not the obligation, upon ten (10) business days' notice to Tenant, to pay or otherwise discharge, stay, or prevent the execution of any such Lien. Tenant shall reimburse Landlord for all sums paid by Landlord under this Section 6.2, together with interest thereon at the Prime Rate as most recently published by the Wall Street Journal at the time of the default (the "**Default Rate**") and all of Landlord's reasonable attorney fees and costs incurred in connection with the Lien.

6.3. Maintenance of Property. On completion of construction, Tenant shall restore all portions of the Property temporarily disturbed by Tenant to a condition substantially similar to the condition that existed prior to construction, to the extent such restoration is commercially reasonable; provided however that if crops are displaced, Tenant shall not be responsible for replacing crops but shall instead pay crop damage pursuant to Section 6.7, if applicable. Tenant shall reseed any areas that were vegetated prior to disturbance to commercially reasonable standards, in consultation with Landlord. Throughout the Term, Tenant shall, at Tenant's sole cost and expense, maintain the Wind Facilities in good condition and repair, ordinary wear and tear excepted, and in accordance with all applicable Laws.

6.4. Transmission and Collection Lines. All underground transmission and collection lines on the Property shall be buried at least forty-two (42) inches below the surface (or at a greater depth if required by the county in which the Property is located) and all above-ground transmission lines shall satisfy the minimum height requirements of any applicable electrical or building code, including applicable NERC standards.

6.5. Erosion and Weed Control. Tenant shall, at its sole cost and expense, take commercially reasonable steps to mitigate erosion and control noxious weeds within one hundred (100) feet of the Wind Facilities, along roads built by Tenant, and on any other portions of the Property where the surface of the land has been disturbed by Tenant. If Tenant fails to control noxious weeds as required by this Section 6.5, then Landlord may upon ten (10) days prior written notice to Tenant assume responsibility for the implementation of all weed control measures, and Tenant shall reimburse Landlord for all reasonable weed control measures at the normal and reasonable rates in the County where the Property is located.

6.6. Roads. Tenant shall post any roads it constructs on the Property as private roads only for use by authorized personnel in connection with the Wind Facilities. Landlord may use or cross (or permit the use or crossing of) such roads only to the extent such use or crossing does not interfere with Tenant's operations pursuant to this Lease or enjoyment of Tenant's rights hereby granted. Landlord shall reimburse Tenant for the cost to repair any damage to Tenant's roads caused by Landlord or those using the roads with Landlord's permission.

6.7. Crop/Livestock Damage. Tenant shall reimburse Landlord (or, if requested by Landlord, Landlord's agricultural tenants) one time per occurrence for all damage to cropland, crops and livestock caused by Tenant's construction, operation and maintenance of Wind Facilities on the Property as follows:

6.7.1. Each time Tenant exercises its rights hereunder it shall compensate Landlord for all existing crops lost or destroyed by reason of its use (including by reason of requiring that crops not be planted during Tenant's construction of Wind Facilities on the Property) as calculated below, but in no case shall Tenant be required to pay more than a single, total crop loss in any one crop year on any given property. In addition, if Tenant causes compaction of any part of the Property, which is located more than ten feet (10') from the edge of the areas occupied by the Wind Facilities, and such compaction is reasonably expected to materially impair crop yield in future years, Tenant shall compensate Landlord for the total crop loss in the compacted area as calculated below; in consideration of this payment, no additional damages shall be paid in future years for that episode of compaction. Damages for loss or destruction of existing crops or for severe compaction will be calculated using the following formula: Unit Price x Unit Yield Per Acre x Acres Damaged = Damages. Unit Price will be the most recent price per unit for the crop published by the USDA National Agricultural Statistics Service. Yield will be the average of the most recent three (3) years' yields for the subject crop, according to Landlord's records for the smallest parcel of land that includes the damaged area. Landlord will receive Damages for compaction, if any, in a lump sum payment equal to the Damages for the year in which compaction occurs ("Initial Damages"), plus 60% of the Initial Damages (representing the estimated Damages for the second year after compaction), plus an additional 30% of the Initial Damages (representing the estimated Damages for the third year after compaction). If Landlord does not have yield records available, the parties will use U.S. Department of Agriculture Farm Service Agency records or other commonly-used yield information available for the area. The parties shall try in good faith to agree to the existence of compaction, the extent of damage and acreage affected. If they cannot agree, they shall promptly have the area measured and extent of damage assessed by a mutually agreeable impartial party such as a crop insurance adjuster or extension agent. Payment shall be made within sixty (60) days after determining extent of damage, but Tenant shall not be required to make more than one payment per calendar year as set forth herein. Within thirty (30) days of identification of compaction on the Property caused by Tenanat's activities, Landlord may either (i) request that any soil surface that was cultivated or fallow prior to construction and that is materially compacted by Tenant's activities, and not within ten feet (10') of the Wind Facilities, be ripped in three passes at least 18 inches deep, or (ii) request a one-time payment

equal to Landlord's reasonable actual out-of-pocket costs to so alleviate such compaction on its own. If Tenant pays such amount for decompaction, then Tenant shall have no further liability or responsibility to cure the compaction caused by Tenant's activities in the impacted area(s).

6.7.2. For livestock, an amount equal to the average market price in the County for each head of livestock lost in the year in which the loss occurred.

6.7.3. The remedies provided in this Section 6.7 shall be the exclusive remedy for damages to cropland, crops or livestock caused by construction, operation and maintenance of Wind Facilities on the Property. Landlord and Tenant acknowledge that this liquidated remedy is appropriate because of the difficulty and expense of fixing actual, direct damages for such losses. Except as expressly set forth in this Section 6.7, Tenant shall not be responsible to compensate Landlord or its agricultural tenants for soil compaction, its inability to grow crops, raise livestock or otherwise use the Property as a result of the construction, maintenance or operation of the Wind Facilities on the Property.

6.7.4. If Landlord and Tenant cannot agree in good faith in calculating the payments required under this Section 6.7, the dispute shall be resolved by an arbitrator mutually acceptable to the parties. If the parties cannot agree on an arbitrator, then each party shall select an arbitrator, and the two arbitrators together shall select a third arbitrator to resolve the matter. The determination of the arbitrator shall be final and binding upon the parties. Landlord shall pay fifty percent (50%) and Tenant shall pay fifty percent (50%) of all costs of arbitration.

6.8. Gates and Fences. Tenant shall keep all gates on the Property closed except when open to permit the passage of vehicular traffic, and shall not permit livestock to stray or escape through the gates at any time. Tenant and Landlord may maintain separate locks on all gates such that either lock is capable of unlocking a given gate. When relocating an existing fence, Tenant shall pay for the cost of relocation, and also shall obtain Landlord's prior consent on the new location of the fence, not to be unreasonably withheld. When installing a gate within an existing fence, Tenant shall make fence cuts, braces, and repairs that will be permanent and remain functional for the remaining expected life of the fences of which they are part. Tenant shall have the right to install cattle guards in lieu of gates with the consent of Landlord, not to be unreasonably withheld. Within ten (10) days after written notice from Landlord of any problem with a gate, cattle guard or fence installed or maintained by Tenant, Tenant shall make adequate repairs, weather permitting; provided, however, that in the event Landlord reasonably deems it necessary to make repairs without notice to Tenant because of the imminent escape or loss of livestock, then Landlord may do so and shall be reimbursed by Tenant for the reasonable and actual out-of-pocket costs incurred by Landlord.

6.9. Drainage Tiles. Tenant shall repair or replace any drainage tiles on or under the Property damaged by Tenant during construction or operation of the Project; provided that (i) the occurrence and extent of the damage is reported by Landlord to Tenant within 3 years following the occurrence thereof, and (ii) Landlord and Tenant reasonably determine and agree to the extent of the damage within 3 years following the occurrence thereof.

6.10. Soil. Tenant shall not remove topsoil from the Property, and shall replace removed topsoil to the location from which it was removed to the extent practicable, or such other location as may be reasonably requested by Landlord.

7. LANDLORD'S REPRESENTATIONS AND COVENANTS.

7.1. No Interference. Landlord shall not cause nor permit any restriction or interference with: (a) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of Wind Facilities;

(b) the flow of wind, wind speed or wind direction over the Property; (c) access over the Property to Wind Facilities; or (d) any other activities of Tenant permitted under this Lease. Clause (b) above shall apply at all times in a three-hundred sixty degree (360°) radius from each Wind Turbine on the Property to the boundaries of the Property, and in a one-hundred eighty degree (180°) vertical arc above each Wind Turbine.

7.2. Trees, Structures and Improvements. Section 7.1 notwithstanding, all structures and improvements on the Property as of the Effective Date shall be allowed to remain and Tenant may not require their removal. After the Effective Date, Landlord may install new trees, structures and improvements on the Property that are less than thirty (30) feet in height and at least five hundred (500) feet from the base of any Wind Turbine without Tenant's consent; provided, however, that such an installation shall not violate any setback or other permitting or regulatory requirement for the Wind Facilities or the Project set by any governmental authority. If construction of the Wind Facilities on the Property is not yet complete then Landlord shall first consult with Tenant to ensure that the new tree, structure or improvement is not within five hundred (500) feet of any planned Wind Turbine and does not interfere with any other requirements of the Project. Any new trees, structures and improvements on the Property after the Effective Date that either exceed thirty (30) feet in height or are proposed to be within five hundred (500) feet of the base of an existing or planned Wind Turbine shall require Tenant's prior written consent, not to be unreasonably withheld. For the purposes of this Section 7.2, the height of planted trees will be deemed to be their expected height at full maturity.

7.3. Legal Requirements. Landlord shall, at no out-of-pocket cost to Landlord, assist and fully cooperate with Tenant in complying with or obtaining any and all Laws, land use permits and approvals, tax-incentive or tax-abatement program approvals, building permits, environmental impact reviews or any other approvals required or deemed desirable by Tenant in connection with the development, financing, sale, construction, installation, replacement, relocation, maintenance, operation or removal of the Project and/or Facilities, including, execution of applications for such approvals, allowing Tenant to submit applications for such approvals on behalf of Landlord, and delivery of any other requested information and documentation. Nothing herein shall prevent Landlord from expressing its opinion or appearing at any public proceeding and providing information to any government agency; provided, Landlord may only oppose Tenant's projects if and to the extent Tenant has breached this Lease beyond the expiration of any applicable cure periods.

7.4. Reclassification of Property. Landlord shall not take or agree to any action that could potentially cause a rezoning or reclassification of the Property resulting in Tenant's use of the Property pursuant to this Lease being: (a) nonconforming, (b) prohibited, or (c) a conditional or special use if Tenant's use was not a conditional or special use as of the Effective Date, unless Landlord has Tenant's prior written consent which Tenant may withhold in its sole discretion.

7.5. Lateral Support. Tenant shall have and exercise the right of subjacent and lateral support for Wind Facilities on the Property to whatever extent is necessary for the safe construction, operation and maintenance of Wind Facilities. Landlord expressly covenants that Landlord shall not excavate so near the sides of or underneath the Wind Facilities, either on Landlord's property or adjacent property, so as to undermine or otherwise adversely affect their stability.

7.6. Representations and Warranties. Landlord (and each person or entity comprising Landlord, if applicable) represents and warrants to Tenant as follows:

7.6.1. Landlord is the sole owner of the Property and has the unrestricted right and authority to execute this Lease and to grant to Tenant the rights granted hereunder. Each person signing this Lease on behalf of Landlord is authorized to do so, and all persons having any ownership or possessory interest in the Property

have signed this Lease as Landlord. When signed by Landlord, this Lease constitutes a valid and binding agreement enforceable against Landlord in accordance with its terms and shall run with the land.

7.6.2. No rights to convert the wind resources of the Property or to otherwise use the Property for Wind Energy Purposes have been granted to or are held by any party other than Tenant, nor shall Landlord grant such rights in the future without the written consent of Tenant, which Tenant may withhold in its sole discretion.

7.6.3. Landlord shall not violate, and shall defend, indemnify and hold Tenant harmless for, from and against any violation or claimed violation (past, present or future), including any associated attorneys' fees, by Landlord or by persons on the Property with Landlord's permission of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations (collectively, "**Hazardous Materials**") on or under the Property. Landlord has no knowledge of the presence of any Hazardouse Materials on or under the Property, and shall, at Landlord's expense, remove any Hazardous Materials that are discovered on or under the Property.

7.7. Subordination and Non-Disturbance. Landlord shall cause any person or entity (including without limitation Landlord or any person or entity comprising Landlord) with a lien, encumbrance, mortgage, lease or other exception to Landlord's fee title to the Property, whether recorded or unrecorded, to enter into nondisturbance, subordination and other title curative agreements as requested by Tenant in its sole discretion. If Landlord and Tenant are unable to obtain such agreements from any person or entity holding an interest in the Property, and Landlord defaults on its obligations to such holder, then Tenant shall be entitled (but not obligated) to fulfill Landlord's obligations to such holder. and may offset the cost of doing so against future payments due Landlord under this Lease. After the Effective Date, Landlord shall not create or suffer any lien, mortgage or encumbrance against the Property unless the holder thereof enters into a subordination, nondisturbance, recognition or similar agreement in a form reasonably acceptable to Tenant, which protects and preserves all of Tenant's rights hereunder in the event of a foreclosure.

7.8. Aerial Spraying. From and after the Commencement of Construction and for so long as the Project is operational, Landlord shall notify Tenant at least twenty-four (24) hours prior to undertaking any aerial application of agricultural chemicals on the Property, and Landlord shall notify Tenant of the planned location and timing of any aerial application of agricultural chemicals on the Property. Landlord and Tenant shall work together to coordinate this time, and mutually agree upon aerial spraying times to minimize and avoid to the extent commercially feasible, the shutting down of Wind Turbines during periods of peak demand for electricity. In no event shall Tenant be required to implement operational shutdowns of Wind Turbines within the Project more than two (2) days per year to accommodate aerial spraying.

7.9. Indemnity. Landlord shall defend, indemnify and hold Tenant harmless for, from and against any third-party claims, losses, liabilities, damages, costs or expenses, including reasonable attorney fees (collectively, "**Claims**"): (a) for physical damage to property and for physical injuries or death, to the extent caused by the negligence or willful misconduct of Landlord or persons on the Property with Landlord's permission; (b) arising out of or related to Landlord's breach of this Lease or the inaccuracy of any representation or warranty made by Landlord herein; (c) any violation by Landlord or by persons on the Property with Landlord's permission of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any Hazardous Materials on or under the Property.

8. TENANT'S REPRESENTATIONS AND COVENANTS.

8.1. Insurance. During the Development Period, Tenant shall, at its expense, maintain a commercial general liability insurance policy in an amount not less than One Million Dollars ($1,000,000) of combined single limit liability coverage per occurrence. Throughout the Operations Period, Tenant shall, at its expense, maintain: (a) a commercial general liability insurance policy in an amount not less than Five Million Dollars ($5,000,000) of combined single limit liability coverage per occurrence; and (b) casualty loss insurance on the Wind Facilities in amounts and as required by Tenant's lender(s), if any. Limits can be achieved through a combination of primary and excess limits. Tenant shall have the right to use a program of self-insurance to meet these requirements.

8.2. Indemnity. Tenant shall defend, indemnify and hold Landlord harmless for, from and against any third-party Claims: (a) for physical damage to property and for physical injuries or death, to the extent caused by the negligence or willful misconduct of Tenant or persons on the Property with Tenant's permission; and (b) arising out of or related to Tenant's breach of this Lease or the inaccuracy of any representation or warranty made by Tenant herein; (c) arising out of any violation by Tenant or by persons on the Property with Tenant's permission of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any Hazardous Materials on or under the Property. The indemnity provided by this Section 8.2 does not extend to Claims for damage to cropland, crops or livestock, which are governed solely by Section 6.7.

8.3. Permits and Laws. Tenant and its designees shall, at its expense, comply in all material respects with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments and other valid orders of any governmental authority (each, a "**Law**") applicable to Tenant's operations or activities on the Property and shall obtain all permits, licenses and orders required to conduct any and all such activities; provided, however, that Tenant party shall have the right, in its sole discretion, to contest, by appropriate legal proceedings (which may be brought in the names of Landlord and/or Tenant where appropriate or required), the validity or applicability of any such Law, and Landlord shall cooperate in every reasonable way in such contest, at no out-of-pocket expense.

9. ASSIGNMENTS AND SUBLEASES.

9.1. Tenant's Right to Transfer. Tenant and any Transferee (as defined below) shall have the right throughout the Term to transfer, convey, sublease or assign this Lease or any interest in this Lease, the Property or the Wind Facilities to any person or entity (a "**Transferee**") without the consent of Landlord. Tenant and any Transferee shall provide written notice to Landlord of any transfer provided that failure to give such notice shall not constitute a default under this Lease but rather shall only have the effect of not binding Landlord with respect to such Assignment until such notice shall have been given. A Transferee also includes any person or entity acquiring an interest in the Lease or the Wind Facilities by foreclosure or a conveyance in lieu of foreclosure, and a Mortgagee as defined in Section 10.1. Upon receipt of written notice of any transfer under this Section 9.1 that includes contact information for the Transferee, Landlord shall thereafter provide the Transferee with simultaneous copies of any notices of default issued to any person or entity under this Lease.

9.2. Liability of Assignor. Upon a transfer, conveyance or assignment of all of Tenant's interest in this Lease, Tenant shall be released from all obligations and liabilities accruing after the date such obligations and liabilities are assumed by Transferee, to the extent assumed by Transferee. Any obligations accruing before the date such obligations and liabilities are assumed by Transferee shall be the responsibility of either the Tenant or Transferee, as determined jointly by Tenant and Transferee.

9.3. Rights and Obligations of Transferees. No Transferee shall have any obligation or liability under this Lease prior to the time that the Transferee directly holds an interest in the Lease or the Wind Facilities,

or in the case of an interest granted for security purposes, the holder thereof succeeds to absolute title to the interest. Except as otherwise expressly provided in this Lease, a Transferee shall be liable to perform obligations under this Lease only for and during the period the Transferee directly holds such interest or absolute title. Subject to Section 9.4, and provided that any Mortgagee (as defined in Section 10.1) shall also have the supplemental cure periods described in Section 10.4, Transferees shall be entitled to the same cure period (if any) granted to the defaulting party under this Lease. For any Transferee that holds an interest in less than all of the Tenant's rights and interests under this Lease or the Wind Facilities, any default under this Lease shall be deemed remedied as to the Transferee's partial interest if the Transferee has cured its pro rata portion of the default, and thereafter Landlord shall not disturb the Transferee's possession of the Property or enjoyment of its rights hereunder. However, any Transferee shall have the right, but not the obligation, to cure any default of any other holder of a portion of Tenant's interest in this Lease or the Wind Facilities.

9.4. Cure Requiring Possession of an Interest. Notwithstanding Section 9.3 or Section 10.4, if any default under this Lease cannot be cured without obtaining possession of all or part of the Wind Facilities or an interest in this Lease, then the default shall be deemed remedied if, within sixty (60) days after receiving notice of the default, the Transferee: (a) shall have acquired possession of the necessary interest, or shall have commenced and is diligently pursuing appropriate proceedings to obtain the same; and (b) performs all other obligations that are capable of performance without being in possession of the Property as and when due under this Lease during the pendency of any proceedings to gain possession and after gaining possession of the necessary interest. Further, a Transferee's deadline for any action under this Lease shall be tolled to the extent the Transferee is prohibited from acting by any process or injunction issued as a result of any bankruptcy, reorganization, insolvency or other debtor-relief proceeding, provided that Transferee continues to perform all obligations under this Lease that are capable of performance during such process or injunction as they come due during the tolling period.

9.5. New Lease to Transferee. In the event of termination of this Lease for any reason, including without limitation foreclosure, conveyance in lieu of foreclosure, and rejection in any bankruptcy proceeding, any Transferee shall have the right to enter into a new lease with Landlord for the interest the Transferee held in the Property prior to termination, on all the terms and conditions of this Lease and for the remainder of the Term as of the date of termination, and subject to any subleases existing as of the date of termination, provided that the Transferee: (a) is not then in default of this Lease; and (b) cures any existing default to the extent applicable to the Transferee's interest in the Lease or the Wind Facilities (except that any defaults not susceptible of cure by the Transferee shall be deemed waived as to the Transferee). Any receipt of sublease rent by Landlord shall be for the account of the Transferee requesting a new lease. Any new lease shall maintain the same priority as to the Property as this Lease. The provisions of this Section 9.5 shall survive termination of this Lease and shall continue in effect thereafter until execution and delivery of the new lease.

9.6. Separability. Tenant may use the Property for one wind energy project or Tenant may divide the Property between two or more separate wind energy projects. If Tenant elects to so divide the Property into two or more wind energy projects, then Landlord shall, within twenty (20) days after written request from Tenant, and without demanding any additional consideration, bifurcate this Lease by entering into and delivering to Tenant two or more stand-alone new leases (which shall supersede and replace this Lease) that provide Tenant with separate leasehold estates in different portions of the Property, as designated by Tenant. Each of such new leases shall: (a) specify the portion(s) of the Property to be covered thereby, (b) contain the same terms and conditions as this Lease (except for any requirements that have been fulfilled by Tenant or any other person or entity prior to the execution of such new leases, and except for any modifications that may be required to ensure that each party's combined obligations under such new leases do not exceed such party's obligations under this Lease) and be in a form reasonably acceptable to Tenant; (c) be for a term equal to the remaining term of this Lease; (d) contain a grant of access, transmission, communications and other easements for the benefit of the bifurcated

leasehold estates, covering such portion or portions of the Property as Tenant may designate; (e) require payment to Landlord of only an acreage-proportionate part of each payment due under Section 5 (which under all such new leases shall in the aggregate equal the amounts that are due under this Lease); (f) provide for payments thereafter due under Section 5 and elsewhere to be paid with respect to the Wind Turbines and Wind Facilities actually installed under such new lease for the portion of the Property subject to such lease, and (g) enjoy the same priority as this Lease over any lien, mortgage, encumbrance or other interest against the Property. Further, notwithstanding any other provision of this Lease, (i) in the event of any uncured default under any such new lease, such event of default shall not affect, or cause a termination of, any other such new lease or any rights or interests granted under any other such new lease, and (ii) in the event of a termination of any such new lease, the remaining new leases and all rights granted therein, including all easements affecting any portions of the Property (regardless of whether such portions of the Property are part of or outside the benefited estate), shall remain in full force and effect without any further compensation due Landlord.

9.7. Landlord's Right to Assign. Except as set forth in Section 9.9, Landlord shall have the continuous right to assign or otherwise transfer its interest in and to this Lease and the underlying real property without the consent of Tenant; provided, however, that as a condition precedent to any transfer by Landlord, Landlord shall notify Tenant in writing of the transfer and the transferee shall first agree in writing to be bound by all the terms and conditions of this Lease from and after the date of such transfer.

9.8. No Severance of Wind Energy Rights. Landlord shall not assign or otherwise transfer an interest in the wind energy rights to the Property, or a portion thereof, separate from fee title to such real property, without Tenant's prior written consent which Tenant may withhold in its sole discretion. Further, notwithstanding Tenant's consent to any severance, Landlord assumes all risk that the severance of the wind energy rights from fee title is invalid, and shall jointly and severally indemnify and hold Tenant harmless from and against any and all claims, losses, liabilities, damages, costs or expenses arising out of or related to the purported severance of wind energy rights and fee title. Such indemnity shall survive any further conveyance of the wind energy rights and/or fee title to the Property or a portion thereof.

9.9. Subdivision. If, subject to the terms of Sections 9.7 and 9.8, Landlord transfers less than all of the Property to any party or entity (a "**Partial Transferee**") (i) Tenant shall have the right to receive, review, comment on and/or approve any applications for any such Subdivision and shall be entitled to receive notice from Landlord of any public proceeding relating thereto and (ii) any such Subdivision shall not violate any zoning and/or subdivided land ordinances and regulations (including but not limited to any setback requirements) imposed upon the Project. "**Subdivision**" shall mean any subdivision or zoning approval other than an exemption under any applicable subdivision map act or equivalent law applicable to the Property. All references in this Lease to Landlord shall be deemed to include a Partial Transferee.

10. LENDER PROTECTION.

10.1. Right to Mortgage. Tenant or any Transferee may without the consent of Landlord transfer an interest in this Lease or the Wind Facilities to any third party (a "**Mortgagee**") for security purposes, whether by mortgage, deed of trust, security agreement or otherwise (a "**Mortgage**"). As long as any Mortgage is in effect, the Mortgagee shall be entitled to the protections of this Section 10. Mortgagees shall include the successors and assigns, if any, of any original Mortgagees.

10.2. Consent to Modification or Termination. For the benefit of each Mortgagee, Landlord shall not, without the prior written consent of each Mortgagee amend, modify, or take any action consenting to or accepting the voluntary surrender or termination of this Lease by Tenant or any Transferee. This Lease shall not

be terminated by Landlord as a result of any Tenant or Transferee default unless all Mortgagees have first been provided with notice and the opportunity to cure any such default in accordance with the provisions of this Lease.

10.3. Right to Perform. A Mortgagee shall have the right (but not the obligation) to perform any term, covenant, condition, or agreement and to remedy any default by Tenant or any Transferee hereunder, and Landlord shall accept such Mortgagee performance, payment and cure as if such performance had been made, done and performed by Tenant or any Transferee.

10.4. Extended Cure Periods. All cure periods provided to Tenant or a Transferee for a default under this Lease shall be extended for any Mortgagee: (a) by thirty (30) days if the default is a failure to pay money when due under this Lease; or (b) by ninety (90) days in the event of any other default. Nothing in this Section 10.4 modifies a Mortgagee's rights under Section 9.4, to the extent that section applies.

10.5. Foreclosure and Conveyance after Foreclosure. A Mortgagee or its assigns may enforce its mortgage and acquire title to the Tenant's or Transferee's interest in the Lease in any lawful way and, pending foreclosure of such mortgage, the Mortgagee may take possession of Tenant's or Transferee's interest in this Lease and operate the Wind Facilities, performing all obligations performable by Tenant or Transferee subject to all of the terms of this Lease. Any default not susceptible of being cured by the Mortgagee or party acquiring the Tenant's or Transferee's interest in the Lease shall be, and shall be deemed to have been, waived by Landlord upon completion of the foreclosure proceedings or acquisition of Tenant's or Transferee's interest in this Lease by any purchaser (who may, but need not be, Mortgagee) at the foreclosure sale, or who otherwise acquires the Tenant's or Transferee's interest in the Lease from the Mortgagee or by virtue of a Mortgagee's exercise of its remedies. Upon the sale or other transfer of an interest in this Lease or the Wind Facilities acquired pursuant to foreclosure or conveyance in lieu of foreclosure, the Mortgagee shall have no further liabilities or obligations under this Lease.

10.6. Impact of Bankruptcy. The filing of a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or the insolvency act of any state, or involuntary proceedings under any bankruptcy laws or insolvency act are instituted against Tenant or any Transferee shall not be grounds for terminating this Lease or an interest therein, as long as the rent and all other monetary charges payable by Tenant or the Transferee are paid by a Mortgagee as required by this Lease.

10.7. New Lease. If more than one Mortgagee requests a new lease pursuant to Section 9.5, then Landlord shall enter into a new lease with the most senior Mortgagee.

10.8. Minor Modifications of Lease Terms. If requested by a Mortgagee, Landlord shall modify the Lease to include any supplemental Mortgagee protection provisions reasonably requested by the Mortgagee, provided such provisions do not impair Landlord's rights or increase the burdens or obligations of Landlord.

10.9. No Merger. There shall be no merger of this Lease, or of the leasehold estate or other interests created by this Lease, with the fee estate in the Property by reason of the fact that this Lease or any such interests may be held, directly or indirectly, by or for the account of any person or entity who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all persons or entities at the time having an interest in the fee estate in the Property, and all persons or entities (including Mortgagees) having an interest in or under this Lease and any portion of the fee estate shall join in a written instrument effecting such merger and shall duly record the same.

11. DEFAULT AND REMEDIES.

11.1. Default. Subject to any applicable notice and cure rights set forth in this Lease, the occurrence of any of the following events shall constitute a default and a breach of this Lease:

11.1.1. Either Tenant or Landlord fails to perform as required by any representation, warranty, covenant, term, or condition of this Lease; or

11.1.2. Tenant fails to make any payments required by this Lease when due.

11.2. Notice of Default and Cure. Subject to the terms and conditions of Section 10 and notwithstanding Section 11.1, no party shall be in default under this Lease unless: (a) with respect to a failure to pay any rent, charges, or other amounts due and payable hereunder, Tenant fails to cure the default within sixty (60) days from receipt of notice from Landlord in writing that such amounts are due; or (b) with respect to any other default, the defaulting party fails either to cure the default within one hundred twenty (120) days after notice thereof or, if the failure to perform is such that it cannot reasonably be cured within one hundred twenty (120) days, to commence cure within the one hundred twenty (120) day period and to proceed diligently to cure the default in a manner reasonably acceptable to the other party.

11.3. Remedies - Landlord. In the event of any default by Tenant, and subject to any notice rights after the expiration of any applicable cure periods provided for in this Lease, Landlord shall have the following remedies, in addition to all other rights and remedies provided by law or equity:

11.3.1. Landlord may continue this Lease in effect as long as Landlord does not terminate Tenant's right to possession, and Landlord shall have the right to collect rent when due, plus interest on any unpaid sums at the Default Rate.

11.3.2. Landlord may cure any default by Tenant after Tenant's cure period has expired. If Landlord, at any time, by reason of Tenant's default, pays any sum or does any act that requires the payment of any sum, the sum paid by Landlord shall be due and owing immediately from Tenant to Landlord as additional rent hereunder, together with any interest thereon at the Default Rate.

11.3.3. If Tenant does not cure a default in the payment of money within sixty (60) days after written notice from Landlord, or in the case of any other default within one hundred twenty (120) days of such notice, then Landlord may by written notice to Tenant terminate this Lease, provided that Tenant does not cure such default prior to the date for termination set forth in such notice, all subject to the rights of Mortgagees forth in Section 10. Landlord may not terminate this Lease or Tenant's right of possession of the Property except as set forth in this Section 11.3. Upon termination Tenant shall restore the Property as required by Section 15.3.

11.4. Remedies - Tenant. In the event of any default by Landlord of Landlord's duties, obligations, or covenants hereunder, Tenant may, in addition to all other rights and remedies provided by law or equity, terminate this Lease by written notice to Landlord and payment to Landlord of any payments then due and unpaid under this Lease. Landlord further acknowledges and agrees that should Landlord breach any of its obligations hereunder or otherwise fail to permit Tenant to exercise any of the rights and privileges granted herein, Tenant shall have the right to seek specific enforcement of this Lease.

11.5. Records. Upon the termination or expiration of this Lease, Tenant shall record appropriate termination of lease documentation if the Landlord expressly requests.

12. FORCE MAJEURE.

12.1. Defined. An **"Event of Force Majeure"** includes without limitation flood, drought, earthquake, storm, fire, pestilence, lightning, or other natural catastrophe, unusually inclement weather, including but not

limited to rain which falls earlier in the year, or in greater amounts, or for longer periods than has historically been experienced in the area of the Property, epidemics, acts of God or the public enemy, war, riot, civil disturbance or disobedience, strike, labor dispute, delays by third parties in the delivery of materials to the Property, expropriation or confiscation of facilities, changes of applicable law, compliance with any order of any governmental authority, or failure, threat of failure or sabotage of facilities which have been maintained in accordance with good industry engineering and operating practices, so long as the affected party makes good faith and reasonable efforts to remedy the delays or failures in performance caused thereby.

12.2. Limitations. The parties shall be excused for any delay or failure to perform their respective duties hereunder, except for obligations to pay money, only to the extent that such failure or delay is caused by an Event of Force Majeure. If an Event of Force Majeure causes a delay or failure in performance of only a portion of the obligations of a party under this Lease, then only that portion of performance which was delayed or prevented by such cause shall be deemed excused, and the performance of all other obligations of a party not so delayed shall not be excused. No such delay or failure in performance which is the result of an Event of Force Majeure shall be deemed excused for a period longer than the delay or failure in performance caused by such event.

13. LEGAL MATTERS.

13.1. Attorney Fees. In the event of any litigation, arbitration or alternative dispute resolution to interpret or enforce the provisions of this Lease, including any appeal, the prevailing party or parties in such litigation, arbitration or alternative dispute resolution shall be entitled to reasonable attorney fees, expert witness fees, and costs as shall be fixed by the court or arbitrator.

13.2. Governing Law. This Lease shall be governed by and construed and enforced in accordance with the laws of the state in which the Property are located.

13.3. Jurisdiction and Venue. Any action that may be instituted relating to this Lease shall be prosecuted in the federal courts of the state in which the Property are located, to the extent federal jurisdiction is available. Landlord and Tenant each waive the right to object to the removal to federal court of any action instituted hereunder in state court, except on grounds of lack of federal jurisdiction.

13.4. Defense of Indemnity Claims. In connection with any indemnity provided under this Lease, the indemnifying party shall defend any Claims with legal counsel reasonably acceptable to the indemnified party.

13.5. Estoppel Certificates, etc. Landlord shall execute and deliver estoppel certificates certifying as to such matters as Tenant, Mortgagee, or any prospective investor, purchaser or lender may reasonably request, including, but not limited to, that (a) this Lease is in full force and effect and has not been modified except as set forth in the estoppel certificate, (b) the dates to which rent has been paid, (c) no default then exists under this Lease (or, if uncured defaults exist, stating with detail the nature thereof), and (d) any other matters as may be reasonably requested. Any such certificate may be conclusively relied upon by Tenant, the requesting party and any prospective purchaser, investor or encumbrancer of the Property or encumbrancer of the interest of Tenant hereunder. Landlord shall execute and deliver such certificate within fifteen (15) days following request. A party's failure to deliver such certificate within fifteen (15) days following request shall be conclusive upon such party: (i) that this Lease is in full force and effect without modification, except as may be represented by the party requesting the certificate, (ii) that all rent due has been paid through the date of the written request for the estoppel certificate, (iii) that there are no uncured defaults in the requesting party's performance, and (iv) the other certifications requested by the requesting party in the estoppel certificate are in fact true and correct. Landlord shall also execute and deliver within fifteen (15) days following request consents to assignments and non-disturbance agreements (including with respect to other property on or in the vicinity of the Project as to which

Landlord or its affiliates may have lease, use or other rights) as Tenant or any Mortgagee may reasonably request from time to time. Landlord shall cooperate in amending this Lease from time to time to include any provision that may be reasonably requested by Tenant or any Mortgagee for the purpose of implementing the terms and conditions contained in this Lease or of preserving a Mortgagee's security interest. Landlord shall also provide Tenant with any further assurances and shall execute any additional documents within fifteen (15) days following request that may be reasonably necessary for recording purposes or otherwise reasonably requested by Tenant.

13.6. Jury Trial Waiver. EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS LEASE, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE, AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS LEASE WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED.

13.7. Waiver of Certain Damages. THE PARTIES' LIABILITY ARISING OUT OF OR RELATED TO THIS LEASE UNDER ANY LEGAL THEORY, WHETHER CONTRACT, TORT, STRICT LIABILITY, STATUTORY OR OTHERWISE, SHALL BE LIMITED TO DIRECT DAMAGES, AND IN NO EVENT SHALL LANDLORD, TENANT OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, PARTNERS, SHAREHOLDERS, EMPLOYEES, AGENTS OR AFFILIATES BE LIABLE FOR INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER.

14. CONDEMNATION.

14.1 Effect of Condemnation. If eminent domain proceedings are commenced against all or any portion of the Property, and the taking and proposed use of such property would prevent or adversely affect Tenant's construction, installation or operation of the Wind Facilities on the Property, at Tenant's option, the parties shall amend this Lease to reflect any necessary relocation of the Wind Facilities which will preserve the value and benefit of the Lease to Tenant, together with any corresponding payments, or this Lease shall terminate in which event neither party shall have any further obligations.

14.2 Apportionment; Distribution of Award. On any taking covered by Section 14.1, all sums, including damages and interest, awarded shall be paid first to Tenant in an amount equal to the aggregate of any costs or losses that Tenant may sustain for the loss of its leasehold estate or in the taking, removal and/or relocation of the Wind Facilities; and then to Landlord and/or Tenant consistent with the law of the state in which the Property is located.

15. EXPIRATION OR TERMINATION.

15.1 Tenant's Right to Terminate. Tenant shall have the right throughout the Term to terminate this Lease as to all or any part of the Property upon written notice to Landlord, subject to Tenant's obligation to restore the Property pursuant to Section 15.3.

15.2 Holding Over. This Lease shall terminate without further notice at the date of expiration of the Term. Any holding over by Tenant after expiration shall not constitute a renewal or extension of this Lease or give Tenant any rights in or to the Property, except as set forth in Section 15.3.

15.3 Restoration of Property. Upon expiration or termination of the Term, Tenant shall surrender and vacate the Property within sixty (60) days; provided, however, that Tenant shall have a license to enter onto the

Property for twelve (12) months following termination to: (a) remove or cause to be removed any and all Wind Facilities from the Property, except that any Wind Facilities more than four (4) feet below the surface may be left in place (including portions of any foundation buried below four (4) feet), except Tenant shall leave in place any roads it constructed if requested to do so by Landlord and Tenant is not otherwise prohibited from doing so; (b) otherwise restore the Property to substantially the same condition that existed on the Effective Date, to the extent it is commercially reasonable to do so; (c) reseed any areas that were vegetated prior to disturbance to commercially reasonable standards, in consultation with Landlord; and (d) implement commercially reasonable erosion control devices and procedures. If Tenant does not remove the Wind Facilities and restore the Property as required by this Section 15.3 within twelve (12) months after termination, Landlord may do so and Tenant shall reimburse Landlord the reasonable and actual costs incurred by Landlord, less the salvage value of the Wind Facilities, within thirty (30) days of receipt of an invoice from Landlord.

15.4 Security for Restoration. Upon the earlier to occur of: (i) the termination, expiration, surrender of this Lease, (ii) the date upon which any applicable permits or governmental rules or regulations require Tenant to post security for removal of the Wind Facilities, or (iii) the fifteenth (15^{th}) anniversary of the start of the Operations Period, Tenant shall post and deliver to Landlord a bond, letter of credit or other collateral security (the "**Removal Security**") in an amount sufficient to cover the costs (net of the unencumbered salvage value) of removing all Wind Facilities from the Property and restoring the surface of the Property as provided in Section 15.3, which amount shall be determined by an estimate provided by a company in the business of removing Wind Facilities. The amount of the Removal Security shall be set every five (5) years thereafter based on new estimates of the cost of removal and salvage value. If any governmental authority requires Tenant to provide security for removal or decommissioning of the Project, Tenant may provide a single Removal Security that benefits both Landlord and the governmental authority in a manner consistent with the requirements of the governmental authority, and the governmental authority shall have access to the Property pursuant to reasonable notice to effect or complete the required removal or decommissioning.

16. GENERAL PROVISIONS.

16.1 Confidentiality. Landlord shall maintain in the strictest confidence, for the benefit of Tenant: (a) all the terms and conditions of this Lease; (b) all information provided by Tenant pursuant to this Lease; and (c) all information obtained by or about Tenant's site or product design, methods of operation, and methods of construction, regardless of its source; unless such information either: (i) is in the public domain by reason of prior publication through no act or omission of Landlord or its employees or agents; or (ii) was already known to Landlord at the time of disclosure and which Landlord is free to use or disclose without breach of any obligation to any person or entity ("**Confidential Information**"). Landlord shall not use Confidential Information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of Tenant. Notwithstanding the foregoing, Landlord may disclose Confidential Information to Landlord's lenders, attorneys, accountants and other personal financial advisors solely for use in connection with their representation of Landlord regarding this Lease or to any prospective purchaser of the Property who has made a written offer to purchase or otherwise acquire the Property that Landlord desires to accept; provided that in making such disclosure, Landlord shall advise the party receiving the information of the confidentiality of the information. Landlord may also disclose Confidential Information pursuant to lawful process, subpoena or court order requiring such disclosure, provided that Landlord shall give Tenant reasonable advance notice of the required disclosure and will cooperate with Tenant in limiting such disclosure and in obtaining protective orders where appropriate. Landlord shall get Tenant's written consent before issuing a press release or having any contact with or responding to the news media with any operational, sensitive or confidential information with respect to this Lease or the Project. The provisions of this Section 16.1 shall survive the termination or expiration of this Lease.

16.2 Notices. All notices or other communications required or permitted by this Lease, including payments to Landlord, shall be in writing and shall be deemed given when personally delivered, or in lieu of such personal service, five days after deposit in the United States mail, first class, postage prepaid, certified, or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party. Any notice shall be addressed as follows:

(i) **To Landlord:**

Deatra K. Kinney
675 E Camp Mack Road
Milford, IN 46542

(ii) To Tenant:

Roaming Bison Wind, LLC
c/o Apex Clean Energy, Inc.
Attn: Land Manager
Court Square Building
310 4th Street NE, Suite 200
Charlottesville, VA 22902
Phone: (434) 220-7595
Fax: (434) 220-3712

with a copy to any Transferee if required by this Lease.

Any party may change its contact information by written notice thereof to the other party.

16.3 Successors and Assigns. This Lease shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

16.4 Waiver. No delay or omission by the parties hereto in exercising any right or remedy provided for herein shall constitute a waiver of such right or remedy, nor shall it be construed as a bar to or a waiver of any such right or remedy on any future occasion.

16.5 Effect of Headings, Terms. Headings appearing in this Lease are inserted for convenience of reference only and shall in no way be construed to be interpretations of the provisions hereof. The term Tenant herein includes any Transferee to the extent the Transferee has an interest in this Lease.

16.6 Cooperation. Each of the parties, without further consideration, agrees to execute and deliver such additional documents, including a Memorandum of this Lease for recording purposes, and take such action as may be reasonably necessary to carry out the purposes and intent of this Lease and to fulfill the obligations of the respective parties.

16.7 Amendments. This Lease may be modified, amended, or supplemented only by the mutual written agreement of the parties hereto, and with the consent of all Mortgagees, if any, as set forth in Section 10.2.

16.8 Further Assurances. The parties shall do such further acts and things and execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence, or confirm the agreements contained herein.

16.9 Consent. Where rights under this Lease are conditioned upon the consent of one of the parties hereto, it shall not be unreasonably withheld, conditioned or delayed unless expressly stated otherwise.

16.10 Entire Lease. This Lease constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof.

16.11 Counterparts. This Lease may be executed by the parties in one or more counterparts, all of which taken together shall constitute one and the same instrument.

16.12 Ambiguities. Any rule of construction to the effect that ambiguities are to be resolved in favor of either party shall not be employed in the interpretation of this Lease and is hereby waived. No waiver by a party of any provision of this Lease shall be deemed to be a waiver of any other provision hereof. The use of the neuter gender includes the masculine and feminine, and the singular number includes the plural, and vice versa, whenever the context so requires. The terms "include", "includes" and "including", as used herein, are without limitation. The term "hereof" or "herein" means the entirety of this Lease unless otherwise indicated.

16.13 Time of Essence. Time and strict and punctual performance are of the essence with respect to each provision of this Lease.

16.14 Relationship of Parties. The relationship of the parties hereto is solely that of landlord and tenant, and nothing contained in this Lease shall be construed to create an association, joint venture, trust or partnership between them.

16.15 Hunting. All hunting rights and privileges on the Property are reserved to Landlord. None of Tenant, its employees, agents or invitees shall have any hunting rights or privileges on the Property. Tenant, in its discretion, may establish zones around the improvements on the Property within which hunting shall be absolutely prohibited. Tenant may require that hunting be suspended completely during certain periods designated by Tenant such as initial construction and erection and other periods of higher-than-usual levels of activity on the Property. Landlord and Tenant may jointly prepare reasonable hunting rules, which either party shall have the right to enforce.

16.16 Boundary Discrepancies. Landlord agrees on behalf of itself, its heirs, successors or assigns that if Landlord were to acquire any property adjacent to the Property via an adverse possession claim, Landlord waives: (a) any claim that any additional compensation is due to Landlord for improvements placed on the acquired property as part of the Project; and (b) any claim that the acquired property is not subject to any lease and other instruments for the Project executed by the record owner of the acquired property as of the Effective Date of this Lease; provided that the waiver is limited in scope and relates only to the terms and conditions in this Lease, and not for any other purpose. Landlord shall indemnify and hold harmless Tenant against any Claims asserted by any person or entity arising out of an encroachment of any kind onto property adjacent to the Property as described in this Lease.

16.17 Setback Waiver. To the extent that any applicable law, ordinance, regulation or permit establishes minimum setbacks from the exterior boundaries of the Property (or any structures thereon) for Wind Facilities (including Wind Turbines) constructed on the Property or adjacent real property, Landlord hereby waives any and all such setbacks and setback requirements (the "**Setback Waiver**"). The Setback Waiver is for the benefit of Tenant, the owner(s) of adjacent properties within the Project, and their respective successors and assigns, and shall run with the land. Further, if requested by Tenant, Landlord shall execute and deliver to Tenant one or more separate setback waivers and/or easements in a form provided by Tenant, which Tenant may then record at its expense. The Setback Waiver shall survive the termination of this Lease for so long as Wind Turbines or other

Wind Facilities exist on real property adjacent to the Property.

16.18 Severability. Each provision of this Lease shall be valid and shall be enforceable to the extent not prohibited by law. If any provision of this Lease or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remaining provisions and applications shall not be affected.

16.19 Benefited Property. The interest created by this Lease is an in gross interest and therefore does not benefit any particular parcel or parcels of real property.

16.20 No Third Party Beneficiaries. Except for the rights of Mortgagees set forth above, no provision of this Lease is intended to nor shall it in any way inure to the benefit of any third party so as to constitute any such person a third party beneficiary under this Lease, or of any one or more of the terms of this Lease, or otherwise give rise to any cause of action in any person not a party to this Lease.

16.21 No Recordation; Memorandum of Lease. Landlord shall not record this Lease. Concurrently with execution hereof, the parties shall execute and record a memorandum of this Lease, a copy of which is attached hereto as Exhibit B.

16.22 Survival of Covenants. The covenants, conditions, rights and restrictions in favor of Tenant under this Lease and Tenant's reliance on and benefit from those covenants, conditions, rights and restrictions may necessarily be a portion of the Project which will from time to time share structural and transmission components, ingress and egress, utility access, and other support with the Wind Facilities located on the Property. Accordingly, the covenants, conditions, rights and restrictions in favor of Tenant pursuant to this Lease shall not be deemed invalid or inoperative or otherwise be disregarded while any portion of the Wind Facilities on the Property or an adjacent property are under development, being replaced or operational.

16.23 Transmission and Access Easement. Tenant's (i) exclusive right to construct, install, lay down, erect, improve, place, replace, remove, relocate and operate permanent roads, aboveground and underground electrical and communications lines, collection and transmission equipment on the Property, and (ii) right of access more particularly described in Section 4.3 (collectively, the "**Transmission and Access Easement**") runs with the land, shall be binding upon Landlord and Tenant and their respective successors and assigns. No act or failure to act on the part of Tenant or any subsequent holder of the Transmission and Access Easement shall be deemed to constitute an abandonment, surrender, or termination of the Transmission and Access Easement, except upon recordation by the holder of a quitclaim deed specifically conveying the Transmission and Access Easement back to Landlord, and nonuse of the Transmission and Access Easement shall not prevent the future use of the entire scope of the Transmission and Access Easement if it is later needed. Furthermore, no use of or improvement to the Property or any lands benefited by the Transmission and Access Easement, and no transfer of the Transmission and Access Easement, shall, separately or in the aggregate, constitute an overburdening of the Transmission and Access Easement. The term of the Transmission and Access Easement shall expire upon expiration or termination of this Lease, and Tenant shall have the right, without need for Landlord's consent, to assign or convey all or any portion of the Transmission and Access Easement to any person or entity on an exclusive or nonexclusive basis during the term of this Lease. Notwithstanding any provision of this Lease to the contrary, upon request by Tenant, Landlord agrees to execute transmission agreements and/or other instruments directly with any utility requiring such agreements or instruments in connection with the construction, operation and maintenance of electric transmission, interconnection and switching facilities on the Property. Such transmission agreements and instruments shall be on the standard form used or proposed by the utility, so long as the rights and obligations granted to the utility are substantially similar to those granted herein. Notwithstanding the term of the Transmission and Access Easement granted herein or any other provision of this Lease to the contrary, if a utility requires and/or Tenant requests an easement in perpetuity with respect to one or more of the rights granted to Tenant pursuant to the Transmission and Access Easement, then Landlord shall grant the utility

and/or Tenant, as applicable, such perpetual easement which covers the portion of the Property occupied by the utility's and/or Tenant's permanent roads, aboveground and underground electrical and communications lines, collection and/or transmission equipment, as applicable, and the utility and/or Tenant, as applicable, shall make a one-time payment to Landlord equal to the fair market value of such perpetual easement less any Transmission and Access Easement Fees paid pursuant to this Lease prior to the grant of such perpetual easement.

16.24 No Broker. Landlord and Tenant each hereby represent and warrant to the other that its contact with the other or with the Property in connection with the transactions contemplated by this Lease has been made without the assistance of any broker or other third party. Landlord and Tenant agree to save, indemnify and hold each other free, clear, and harmless from any claim, cost, or expense, including reasonable attorneys' fees, for or in connection with any claims for commissions or compensation claimed or asserted by or through each respective party in connection with the transaction contemplated herein. The terms and provisions of this Section shall survive the expiration or the earlier termination of this Lease.

[See Rider No. 1]

[signatures on following page]

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, Tenant and Landlord have caused this Lease to be duly executed and delivered by their authorized representatives to be effective as of the date first written above.

TENANT:

ROAMING BISON WIND, LLC, a Delaware limited liability company

By: Apex GCL, LLC a Delaware limited liability company, its Sole Member

By: Apex Clean Energy Holdings, LLC, a Delaware limited liability company, its sole member

By: _____
Name: Jeanine G. Wolanski
Title: Vice President of Land Management

LANDLORD:

By: _____
Jerilyn S. Isley a/k/a Jerilyn P. Isley

By: _____
Deatra K. Kinney

Rider No. 1
to Wind Energy Lease

1. **Signing Bonus Payment**. If Landlord fully executes this Lease and the Memorandum of Wind Energy Lease within thirty (30) days of the Delivery Date (as defined below), then Tenant shall pay Landlord a one-time payment equal to One Thousand Dollars and 00/100 ($1,000.00). The signing bonus payment (if earned) shall be due and payable sixty (60) days after the Effective Date of this Lease.

   For purposes hereof, the "**Delivery Date**" shall mean December 5, 2017.

Landlord Initials: _____

Landlord Name: Jerilyn S. Isley

Landlord Initials: _____

Landlord Name: Deatra K. Kinney

Tenant Initials: _____

Tenant Name: Roaming Bison Wind, LLC

EXHIBIT A

LEGAL DESCRIPTION

All that real property located in Montgomery County, Indiana, more fully described as follows:

TRACT 1:
Part of the East half of the North west quarter of Section 11, Township 19 North, range 5 West bounded and described as follows, to-wit:
Commencing at the Southwest corner of said East half of said quarter section, and running thence north with the west line thereof 64 rods to and for a place of beginning; running thence North on the West line of said east half of said quarter Section 51 rods to a point; thence East parallel with the South line of said quarter Section 79 rods to the line running north and south through the center of said Section; thence South on said line 51 rods to a pont; thence West parallel with the south line of said quarter section 79 rods to the place of beginning, containing 25 ½ acres, more or less.

ALSO, beginning at the Northeast corner of said East half (1/2); thence West eighty (80) rods, to the Northwest corner of said East half (1/2); thence South 44 rods; thence East 80 rods, to the East line of said East half (1/2); thence North 44 rods, to the place of beginning, containing 22 acres. more or less.

TRACT 2:
Part of the West half of the Northeast quarter Section eleven (11), Township nineteen (19) North. Range five (5) West, bonded as follows:
Beginning at the half-mile stake on the North line of said Section, and running thence south fifty (50) rods; thence east sixty-nine (69) rods; thence North fifty (50) rods; thence West sixty-nine (69) rods to the place of beginning, containing 22 acres, more or less.

Also part of the west half of the northeast quarter of said section eleven (11), Township and Range aforesaid, bounded as follows:
Beginning at a point fifty (50) rods south of the northwest corner of said west half, and running thence South forty-six and eleven twenty-sevenths (46 11/27) rods; thence East sixty-nine (69) rods; thence North forty-six and eleven twenty-sevenths (46 11/27) rods; thence West sixty-nine (69) rods to the place of beginning, containing twenty (20) acres, more or less.

Tax Parcel Reference: 54-06-11-500-004.000-024 (88.19 acres)

Most recent deed of record: Trustee's Deed, Dated April 7, 2005, Instrument No. 200502109, County Recorder's Office, Montgomery, Indiana.